

## COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

### PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** made and entered this 15<sup>th</sup> day of March, 2016, by and among the **COUNTY OF BOTETOURT, VIRGINIA** (the "Locality"), a political subdivision of the Commonwealth of Virginia (the "Commonwealth"), **ELDOR CORPORATION, S.p.A.**, a corporation organized under the laws of Italy ("Parent"), **ELDOR AUTOMOTIVE POWERTRAIN USA, LLC**, a Delaware limited liability company qualified to transact business in the Commonwealth ("Eldor Automotive"), **ELDOR REAL ESTATE USA, LLC**, a Delaware limited liability company qualified to transact business in the Commonwealth ("Eldor Real Estate" and together with Parent and Eldor Automotive, jointly and severally, are referred to herein as the "Company"), and the **ECONOMIC DEVELOPMENT AUTHORITY OF BOTETOURT COUNTY, VIRGINIA** (the "Authority"), a political subdivision of the Commonwealth.

#### WITNESSETH:

WHEREAS, the Locality has been awarded a grant of and expects to receive \$3,200,000 from the Commonwealth's Development Opportunity Fund (a "COF Grant") through the Virginia Economic Development Partnership Authority ("VEDP") for the purpose of inducing the Company to construct, equip, and operate an automotive parts production facility in the Locality (the "Facility"), thereby making a significant Capital Investment, and creating and Maintaining a significant number of New Jobs, as such capitalized terms are hereinafter defined;

WHEREAS, the Locality is willing to provide the funds to the Authority with the expectation that the Authority will provide the funds to or for the use of the Company, provided that the Company promises to meet certain criteria relating to Capital Investment and New Jobs;

WHEREAS, the Locality, the Authority and the Company desire to set forth their understanding and agreement as to the payout of the COF Grant, the use of the COF Grant proceeds, the obligations of the Company regarding Capital Investment and New Job creation and Maintenance, and the repayment by the Company of all or part of the COF Grant under certain circumstances;

WHEREAS, the construction, equipping, and operation of the Facility will entail a minimum capital expenditure by or on behalf of the Company of approximately \$75,200,000, of which a minimum of approximately \$46,200,000 will be invested in machinery and equipment and approximately \$29,000,000 will be invested in the construction of a new building;

WHEREAS, the construction, equipping, and operation of the Facility will further entail the creation and Maintenance of a minimum of 350 New Jobs at the Facility; and

WHEREAS, the stimulation of the additional tax revenue and economic activity to be generated by the Capital Investment and New Jobs constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the COF Grant:

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

**Section 1.     Definitions.**

For the purposes of this Agreement, the following terms shall have the following definitions:

“Average Annual Wage” means the average salary for all New Jobs, as determined by dividing total payroll (W-2 compensation) for New Jobs by the total number of New Jobs.

“Capital Investment” means a capital expenditure by or on behalf of the Company in taxable real property, taxable machinery and tools, or both, at the Facility. A capital expenditure related to a leasehold interest in real property will be considered to be made “on behalf of the Company” if a lease between a developer and the Company is a capital lease, or is an operating lease having a term of at least ten years, and the real property would not have been constructed or improved but for the Company’s interest in leasing some or all of the real property. Only the capital expenditures allocated to the portion of the real property to be leased by the Company will count as “Capital Investment.” The purchase or lease of furniture, fixtures, machinery and equipment, including under an operating lease, and expected building up-fit and tenant improvements by or on behalf of the Company will qualify as Capital Investment.

“EDA Performance Agreement” means that separate Performance Agreement of even date herewith by and among the parties hereto providing for an economic development grant to the Company by the Authority and comprising a portion of the Local-Level Incentives (as defined below).

“Maintain” means that the New Jobs will continue without interruption from the date of creation through the Performance Date. Positions for the New Jobs will be treated as Maintained during periods in which such positions are not filled due to (i) temporary reductions in the Company’s employment levels (so long as there is active recruitment for open positions), (ii) strikes, and (iii) other temporary work stoppages.

“New Job” means new permanent full-time employment of an indefinite duration at the Facility for which the standard fringe benefits are provided by the Company for the employee, and for which the Company pays an Average Annual Wage of at least \$37,950. Each New Job must require a minimum of either (i) 35 hours of an employee’s time per week for the entire normal year of the Company’s operations, which “normal year” must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Commonwealth, and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs.

“Performance Date” means December 31, 2021. The Performance Date is not subject to extension.

“Targets” means the Company’s obligations to make Capital Investments at the Facility of at least \$75,200,000 and to create and Maintain at least 350 New Jobs at the Facility, all as of the Performance Date.

“Virginia Code” means the Code of Virginia of 1950, as amended.

## **Section 2. Targets; Statutory Criteria.**

The Company will construct, equip, and operate the Facility, make a Capital Investment of at least \$75,200,000, and create and Maintain at least 350 New Jobs at the Facility, all as of the Performance Date.

The Locality and the Authority hereby strongly encourage the Company to ensure that at least 30% of the New Jobs are offered to “Residents” of the Commonwealth, as defined in Virginia Code Section 58.1-302. In pertinent part, that definition includes natural persons domiciled in Virginia or natural persons who, for an aggregate of more than 183 days of the year, maintained a place of abode within the Commonwealth, whether domiciled in the Commonwealth or not.

The Average Annual Wage of the New Jobs of at least \$37,950 is equal to the current prevailing average annual wage in the Locality of \$37,950. The Locality is not a high-unemployment locality, with an unemployment rate for 2014, which is the last year for which such data is available, of 4.8% as compared to the 2014 statewide unemployment rate of 5.2%. The Locality is not a high-poverty locality, with a poverty rate for 2014, which is the last year for which such data is available, of 7.8% as compared to the 2014 statewide poverty rate of 11.8%.

When the Company applied for the COF Grant on March 11, 2016, it entered into an Agreement with VEDP regarding the application (the “Certification Agreement”). In the Certification Agreement, the Company agreed that neither the Company, nor its officers, directors, and owners of or who have a controlling ownership interest in the Company (the “Applicant Group”), would make a Contribution during the No Contribution Period, as such capitalized terms are defined in the Certification Agreement. The No Contribution Period ends on the one-year anniversary of the date of this Agreement. If the Company is made aware that any member of the Applicant Group has made a Contribution during the No Contribution Period, the Company shall provide immediate notice to VEDP. With the April 1, 2017, annual report described in Section 6 herein, the Company shall certify whether any member of the Applicant Group made any Contribution during the No Contribution Period. Such certification will be in the form attached to this Agreement as Appendix A. If VEDP has possession of other evidence indicating that a member of the Applicant Group made a Contribution during the No Contribution Period, VEDP will provide such evidence to the Company. If any member or members of the Applicant Group made a Contribution during the No Contribution Period, the Company shall repay the entire COF Grant to the Authority within 90 days of the earlier of the date of the (i) Company notice to VEDP, (ii) certification due in accordance with Section 6 herein, or (iii) delivery by VEDP to the Company of evidence in the possession of VEDP

indicating that a member of the Applicant Group made a Contribution during the No Contribution Period (the "Contribution Notification Date"). Further, the Company shall assist with the implementation of the civil penalties to be paid by the member or members of the Applicant Group who made such Contributions.

### **Section 3. Disbursement of COF Grant.**

(a) *Disbursement to the Locality:* By no later than July 1, 2016, the Locality will request the disbursement to it of the COF Grant. If not so requested by the Locality by July 1, 2016, this Agreement will terminate. The Locality and the Company will be entitled to reapply for a COF Grant thereafter, based upon the terms, conditions and availability of funds at that time.

The COF Grant in the amount of \$3,200,000 will be paid to the Locality, upon its request.

(b) *Disbursement to the Company:* The COF Grant proceeds shall be retained by the Locality and shall be disbursed in three payments as follows:

*First Payment:* Within 30 days of its receipt of the COF Grant proceeds, the Locality will disburse \$2,000,000 of the COF Grant proceeds to the Authority. Within 30 days of its receipt of such COF Grant proceeds, the Authority will disburse such COF Grant proceeds to the Company.

*Second Payment:* The Company will provide notice and evidence reasonably satisfactory to the Locality, the Authority, and VEDP of the following milestones: (i) the issuance of the Certificate of Occupancy ("CO") for the Facility, and (ii) the creation and Maintenance of 100 full-time jobs at the Facility, which may or may not qualify as New Jobs. Such evidence will be subject to verification by the Locality. Within 30 days of the verification of the achievement of such milestones, the Locality will disburse \$1,000,000 of the remaining COF Grant proceeds to the Authority. Within 30 days of its receipt of such COF Grant proceeds, the Authority will disburse such COF Grant proceeds to the Company.

*Third Payment:* The Company will provide notice and evidence reasonably satisfactory to the Locality, the Authority, and VEDP of the following milestones: (i) the making by the Performance Date of Capital Investments of at least \$67,680,000 (90% of \$75,200,000), and (ii) the creation and Maintenance as of the Performance Date of at least 315 New Jobs at the Facility (90% of 350 New Jobs). Such evidence will be subject to verification by the Locality. Within 30 days of the verification of the achievement of such milestones, the Locality will disburse the remaining \$200,000 of the COF Grant proceeds to the Authority. Within 30 days of its receipt of such COF Grant proceeds, the Authority will disburse such COF Grant proceeds to the Company.

If any COF Grant proceeds have not been disbursed to the Company within 90 days of the Performance Date, the Locality shall return such proceeds to VEDP for redeposit to the Commonwealth's Development Opportunity Fund.

(c) *Use of the COF Grant Proceeds:* The COF Grant proceeds will serve as an inducement to the Company to achieve the Targets at the Facility. As permitted by Section 2.2-115(D) of the Virginia Code, the Company shall use the COF Grant proceeds to pay or to reimburse itself for: utility extension or capacity development on and off site; road, rail, or other transportation access costs beyond the funding capability of existing programs; site acquisition; grading, drainage, paving, and any other activity required to prepare a site for construction; and construction of the Facility.

#### **Section 4. Break-Even Point; State and Local Incentives.**

(a) *State-Level Incentives:* VEDP has estimated that the Commonwealth will reach its "break-even point" by the Performance Date. The break-even point compares new revenues realized as a result of the Capital Investment and New Jobs at the Facility with the Commonwealth's expenditures on incentives, including but not limited to the COF Grant. With regard to the Facility, the Commonwealth expects to provide incentives in the following amounts:

<u>Category of Incentive:</u>	<u>Total Amount</u>
COF Grant	\$3,200,000
Virginia Jobs Investment Program ("VJIP") (Estimated)	399,000
Port of Virginia Economic and Infrastructure Development Zone Grant ("Port Grant") (Estimated)	500,000

The proceeds of the COF Grant shall be used solely for the purposes described in Section 3. The VJIP proceeds shall be used by the Company to pay or reimburse itself for recruitment and training costs. The proceeds of the Port Grant may be used for any lawful purpose.

(b) *Local-Level Incentives:* The Locality expects to provide the following incentives, as matching grants, cost savings to the Company, or otherwise, for the Facility in accordance with the terms and conditions of the EDA Performance Agreement (the "Local-Level Incentives"):

<u>Category of Incentive:</u>	<u>Total Amount</u>
Local Discretionary Performance Grant	\$1,300,000
Land Donation (Estimated)	\$2,880,000
Site Preparation (Estimated)	\$3,000,000
Tax Grant (estimated amount over 19 years)	\$5,054,720
Electrical Service Extension to Site (underground)	\$136,500
Telecommunications Service Extension to Site	\$31,500
Natural Gas Service Extension to Site	\$40,000
County Permit Fee Waivers	\$407,778

Temporary Office Space

\$15,000

If, by the Performance Date, the funds disbursed or committed to be disbursed by the Locality to the Company total less than the \$3,200,000 COF Grant local match requirement, the Locality, subject to appropriation, will make an additional grant to the Authority, which in turn will grant it to the Company, of the difference at the Performance Date, so long as the Company has met its Targets. To the extent that incentives provided by the Locality to the Company exceed the local match requirement for this COF Grant, such excess can be applied towards meeting a local match requirement for a future COF grant to the Company.

The proceeds of the Local Discretionary Performance Grant and the Tax Grant may be used by the Company for any lawful purpose.

#### **Section 5.     Repayment Obligation.**

(a)     *If Statutory Minimum Eligibility Requirements are Not Met:* Section 2.2-115 of the Virginia Code requires that the Company make a Capital Investment of at least \$5,000,000 in the Facility and create and Maintain at least 50 New Jobs at the Facility in order to be eligible for the COF Grant. Failure by the Company to meet either of these statutory minimum eligibility requirements by the Performance Date shall constitute a breach of this Agreement and the Company must repay to the Authority all of the COF Grant proceeds previously disbursed to the Company. In such event, the Locality will repay to VEDP all of the COF Grant proceeds not previously disbursed to the Company.

(b)     *If Statutory Minimum Eligibility Requirements are Met:* The provisions of this subsection (b) shall become applicable only if the Company has met the statutory minimum eligibility requirements set forth in subsection (a). For purposes of repayment, the COF Grant is to be allocated as 50% for the Company's Capital Investment Target and 50% for its New Jobs Target. If the Company has met at least 90% of both of the Targets at the Performance Date, then and thereafter the Company is no longer obligated to repay any portion the COF Grant. If the Company has not met at least 90% of either or both of its Targets at the Performance Date, the Company shall repay to the Authority that part of the COF Grant that is proportional to the Target or Targets for which there is a shortfall. For example, if at the Performance Date, the Capital Investment is only \$56,400,000 (reflecting achievement of 75% of the Capital Investment Target) and only 263 New Jobs have been created and Maintained (reflecting achievement of 75% of the New Jobs Target), the Company shall repay to the Authority 25% of the moneys allocated to the Capital Investment Target ( $\$1,500,000 \times .25 = \$375,000$ ) and 25% of the moneys allocated to the New Jobs Target ( $\$1,500,000 \times .25 = \$375,000$ ). Since the final \$200,000 of the COF Grant proceeds will not be disbursed to the Company unless it has met at least 90% of both of the Targets at the Performance Date, the repayment examples above assume that only \$3,000,000 of the COF Grant will have been disbursed to the Company, if a repayment should be due under this subsection.

(c)     *Determination of Inability to Comply:* If the Locality or VEDP shall determine in good faith at any time prior to the Performance Date (a "Determination Date") that the Company is likely to vacate, close, or abandon the Facility and thus fall substantially short of its obligations to meet and Maintain its Targets by and through the Performance Date because of a

significant event demonstrating its inability or unwillingness to meet and Maintain its Targets by and through the Performance Date (such as a filing by or on behalf of the Company under Chapter 7 of the U.S. Bankruptcy Code, the liquidation of the Company, an abandonment of the Facility by the Company, or other similar significant event), and if the Locality, the Authority or VEDP shall have promptly notified the Company of such determination, the Company must repay to the Authority all of the COF Grant proceeds previously disbursed to the Company. In such event, the Locality will repay to VEDP all of the COF Grant proceeds not previously disbursed to the Company.

(d) *Repayment Due to Contributions:* As described in Section 2, if any member of the Applicant Group made a Contribution during the No Contribution Period, then within 90 days of the Contribution Notification Date the Company shall repay to the Authority all of the COF Grant proceeds previously disbursed to the Company. In such event, the Locality will repay to VEDP all of the COF Grant proceeds not previously disbursed to the Company.

(e) *Repayment Dates: Such repayment shall be due from the Company to the Authority within ninety days of the Performance Date, Contribution Notification Date, or the Determination Date, as applicable.* Any portion of the COF Grant repaid by the Company to the Authority hereunder shall be repaid by the Authority to the Locality and shall be repaid by the Locality promptly to VEDP for redeposit into the Commonwealth's Development Opportunity Fund. The Locality and the Authority shall use reasonable efforts to recover such funds. Neither the Locality nor the Authority shall have any responsibility for the repayment of any sums payable by the Company hereunder unless said sums have been received by the Authority from the Company. Notwithstanding Section 8(e), the Company shall pay the reasonable fees, costs and expenses (including reasonable legal fees and costs) that the Locality and/or the Authority actually incur in connection with any claims, disputes, or legal actions arising out of the Company's material breach of this Agreement.

(f) *Consultation Among Company, Locality, Authority and VEDP:* Before initiating any request for a repayment of any portion of the COF Grant, the Company, the Locality, the Authority and VEDP shall enter into discussions to assess whether the Company is still creating New Jobs and making new Capital Investment and to consider whether accommodations, such as an extension of the Performance Date, may be appropriate before initiating the request for a repayment.

## **Section 6. Company Reporting.**

The Company shall provide, at the Company's expense, detailed verification reasonably satisfactory to the Locality, the Authority and VEDP of the Company's progress on the Targets. Such progress reports will be provided annually, starting at April 1, 2017, and covering the period through the prior December 1. Further, the Company shall provide such progress reports at such other times as the Locality, the Authority or VEDP may reasonably require.

With its April 1, 2017 progress report, the Company shall certify in the form attached to this Agreement as Appendix A whether any member of the Applicant Group made a Contribution during the No Contribution Period.

With each such progress report, the Company shall report to VEDP the amount paid by the Company in the prior calendar year in Virginia corporate income tax or, as applicable, shall provide to VEDP a copy of its Virginia income tax form filed with respect to its status as a pass-through entity. VEDP has represented to the Company that it considers such information to be confidential proprietary information that is exempt from public disclosure under the Virginia Freedom of Information Act and that such information will be used by VEDP solely in calculating aggregate return on invested capital analyses for purposes of gauging the overall effectiveness of economic development incentives.

The Company hereby authorizes the Locality, including the Locality's Commissioner of the Revenue, to release to VEDP the Company's Virginia real estate tax, business personal property tax and machinery and tools tax information. Such information shall be marked and considered confidential and proprietary and shall be used by VEDP solely for verifying satisfaction of the Capital Investment Target. If VEDP should require additional documentation or consents from the Company to access the above-described Virginia tax information, the Company shall promptly provide, at the Company's expense, such additional documentation or consents as the Locality, the Authority or VEDP may request.

If requested by VEDP, the Company shall provide to VEDP copies of the Company's quarterly filings with the Virginia Employment Commission covering the period from the date of this Agreement through the Performance Date.

## **Section 7.     Notices.**

Formal notices and communications between the Parties shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (iv) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed as noted below. Notices and communications personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices and communications mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices and communications delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices and communications shall be addressed to:

if to the Company, to:

Eldor Corporation, S.p.A  
Via Don Paolo Berra  
18 - 22030 Orsenigo (CO) – Italy  
Attention: Andrea Durante  
Email: andrea.durante@eldor.it and  
luca.forte@eldor.it  
Facsimile: +39-031-636322

with a copy to:

Woods Rogers PLC  
10 South Jefferson Street, Suite 1400  
Roanoke, Virginia 24011  
Facsimile: (540) 983-7711  
Email: conte@woodsrogers.com  
Attention: Nicholas C. Conte, Esq.



if to the Locality, to:

County of Botetourt, Virginia  
1 West Main Street, Box 1  
Fincastle, Virginia 24090  
Facsimile: (540) 473-8225  
Email: glarrowe@botetourtva.gov  
Attention: Gary Larrowe  
County Administrator

with a copy to:

Guynn & Waddell, P.C.  
415 S. College Street  
Salem, Virginia 24153  
Facsimile: (540) 389-2350  
Email: MikeL@guynnwaddell.com  
Attention: Michael W. S. Lockaby  
County Attorney

if to the Authority, to:

Economic Development Authority of  
Botetourt County, Virginia  
1 West Main Street  
Fincastle, Virginia 24090  
Facsimile: (540) 473-8225  
Email: \_\_\_\_\_  
Attention: Chair

with a copy to:

Spilman, Thomas & Battle, PLLC  
310 First Street, Suite 1100 (ZIP 24011)  
P. O. Box 90  
Roanoke, Virginia 24002-0090  
Facsimile: (540) 342-4480  
Email: wday@spilmanlaw.com  
Attention: F. B. Webster Day  
General Counsel

if to VEDP, to:

Virginia Economic Development Partnership  
901 East Byrd Street, 19<sup>th</sup> Floor  
Post Office Box 798 (zip: 23218-0798)  
Richmond, Virginia 23219  
Facsimile: 804.545.5611  
Email: mbriley@yesvirginia.org  
Attention: President and CEO

with a copy to:

Virginia Economic Development Partnership  
Until 5/1/16: 901 East Byrd Street, 19<sup>th</sup> Floor  
After 5/1/16: 901 East Cary Street, 8<sup>th</sup> Floor  
Post Office Box 798 (zip: 23218-0798)  
Richmond, Virginia 23219  
Facsimile: 804.545.5611  
Email: smcninch@yesvirginia.org  
Attention: General Counsel

## **Section 8. Miscellaneous.**

(a) *Entire Agreement; Amendments:* This Agreement constitutes the entire agreement among the parties hereto as to the COF Grant and may not be amended or modified, except in writing, signed by each of the parties hereto, and acknowledged by VEDP. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Company may not assign its rights and obligations under this Agreement without the prior written consent of the Locality, the Authority and VEDP.

(b) *Governing Law; Venue:* This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of the

Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the City of Richmond, Virginia and such litigation shall be brought only in such court.

(c) *Counterparts*: This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

(d) *Severability*: If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

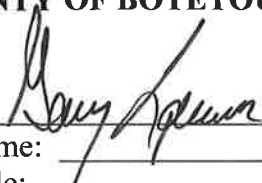
(e) *Attorney's Fees*: Except as noted in Section 5(e), attorney's fees shall be paid by the party incurring such fees.

(f) *Authority's Obligations*: The obligations of the Authority under this Agreement are limited obligations of the Authority and payable solely from the funds and other property to be provided to the Authority under this Agreement. The obligations under this Agreement will not be deemed to constitute a debt or a pledge of the faith and credit of the Commonwealth of Virginia or any of its political subdivisions including the Locality. Neither the Commonwealth, nor any political subdivision thereof, nor the Authority shall be obligated to pay the sums due from the Authority under this Agreement, or the interest thereon or other costs incident to this Agreement, except from the moneys to be provided to the Authority under this Agreement. Neither the faith and credit nor the taxing power of the Commonwealth, or any political subdivision thereof, is pledged to the payment of the funds described in this Agreement or the interest thereon or other costs incident to this Agreement.

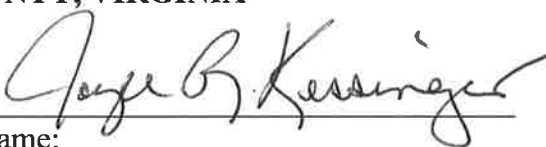
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

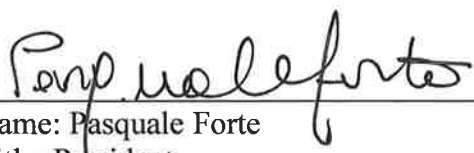
**COUNTY OF BOTETOURT, VIRGINIA**

By   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

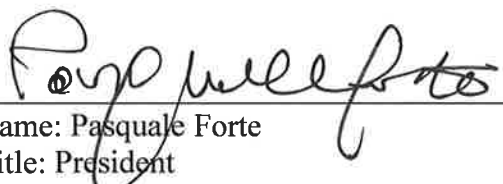
**ECONOMIC DEVELOPMENT  
AUTHORITY OF BOTETOURT  
COUNTY, VIRGINIA**

By   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_


**ELDOR CORPORATION, S.p.A.**

By   
Name: Pasquale Forte  
Title: President  
Date: \_\_\_\_\_

**ELDOR AUTOMOTIVE  
POWERTRAIN USA, LLC**

By   
Name: Pasquale Forte  
Title: President  
Date: \_\_\_\_\_

**ELDOR REAL ESTATE USA, LLC**

By   
Name: Pasquale Forte  
Title: President  
Date: \_\_\_\_\_

**COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND  
PERFORMANCE AGREEMENT**

**APPENDIX A  
NO CONTRIBUTION CERTIFICATION**

Eldor Corporation, S.p.A., Eldor Automotive Powertrain USA, LLC, Eldor Real Estate USA, LLC (together, jointly and severally, the "Company"), and the Virginia Economic Development Partnership Authority ("VEDP") entered into an Agreement dated March 11, 2016 (the "Certification Agreement"), with respect to the Company's application for a grant from the Commonwealth's Development Opportunity Fund (a "COF Grant").

Pursuant to the Certification Agreement, the Company, on behalf of itself and the Company's officers, directors, and owners of or who have a controlling ownership interest in the Company (the "Applicant Group"), listed in the Appendix to the Certification Agreement, made certain certifications and covenants in accordance with Section 2.2-115 I. of the Code of Virginia of 1950, as amended. These certifications and covenants were meant to ensure that no member of the Applicant Group would make a Contribution during the No Contribution Period, as such capitalized terms are defined in the Agreement.

- ☐ By its signature below, the Company hereby certifies to VEDP that, to the best of its knowledge, no member of Applicant Group made a Contribution during the No Contribution Period.

OR

- ☐ By its signature below, the Company hereby certifies to VEDP that to the best of its knowledge, the following members of the Applicant Group made the following Contributions during the No Contribution Period:

Name	Amount of Contribution	Date of Contribution
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In accordance with COF Grant Performance Agreement dated March 15, 2016, the Company will repay the entire COF Grant to the Economic Development Authority of the County of Botetourt, Virginia, within 90 days of this Certification.

<b>ELDOR CORPORATION, S.P.A</b>  By _____ Name: _____ Title: _____ Date: _____	<b>ELDOR AUTOMOTIVE POWERTRAIN USA, LLC</b>  By _____ Name: _____ Title: _____ Date: _____
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<b>ELDOR REAL ESTATE USA, LLC</b>	
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By _____ Name: _____ Title: _____ Date: _____	
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